

**UNIVERSITY OF  
FLORIDA****Office of the Vice President and General Counsel**

January 10, 2005

123 Tigert Hall  
PO Box 113125  
Gainesville, FL 32611-3125  
(352) 392-1358  
Fax (352) 392-4387**Via Facsimile (202-219-3923)  
and U.S. Mail**Jeff S. Jordan, Esquire  
Office of General Counsel  
Federal Election Commission  
999 E Street, N.W.  
Washington, D.C. 20463

RE: University of Florida - MUR 5550

Dear Mr. Jordan:

This letter responds on behalf of the University of Florida to a complaint and amended complaint filed by David T. Hardy regarding Michael Moore's "national speaking tour." For the reasons described below, the Commission should determine that no action should be taken against the University of Florida because it did not attempt to influence a federal election when its student-run and student-funded ACCENT program paid Mr. Moore to speak on campus and therefore did not violate the Federal Election Campaign Act of 1971 (the "Act") or the Commission's regulations.

**Procedural Background**

In a letter dated November 23, 2004 addressed to the University of Florida President J. Bernard Machen, the Federal Election Commission transmitted David T. Hardy's amended complaint, dated November 8, 2004, and invited a response. The Commission's letter was received on November 30, 2004. On December 10 my office requested, and on December 13 your office granted, an extension to respond to the complaint by January 10, 2005.

Mr. Hardy's original "complaint," which the University of Florida received from the Commission after it had received the amended complaint, was a letter dated September 24, 2004. In his letter, Mr. Hardy appears to assert that certain universities – he did "not have a complete list" may have made improper expenditures by paying Mr. Moore fees to speak on campus, including at the University of Florida. He did "not question that a person has a right to speak where they please," but instead protested the use of "mandatory dues, from a corporate entity, for stump speeches in battleground states." In the amended complaint described above, Mr. Hardy reiterated his prior allegations that university/corporate-paid speaking fees to Mr. Moore may constitute expenditures made for the purpose of influencing an election. He also included a few

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL  
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additional web sites regarding the matter. In neither letter does he allege any specific language or alleged misconduct that occurred during or in connection with Mr. Moore's appearance at the University of Florida other than to note – inaccurately – that Mr. Moore received \$40,000 for his appearance.

### General Background

The University of Florida is a public body corporate whose legal name is "The University of Florida Board of Trustees" ("the University"). Fla. Stat. sec. 1001.72(1). The University is constituted as a public instrumentality of the State of Florida. Fla. Stat. sec. 1001.72(3). The University does not have tax exempt status under I.R.C. sec. 501(a) and 501(c)(3). Rather, its income is excluded from taxation pursuant to I.R.C. sec. 115.

For more than 30 years the University has had a formal speakers' program known as "ACCENT." ACCENT is student-run and funded by student fees paid to the University. Students select the speakers without interference from university faculty or administration. As stated on its website ([www.sg.ufl.edu/accent/whatisaccent.aspx](http://www.sg.ufl.edu/accent/whatisaccent.aspx)) "... ACCENT has provided the University of Florida with a platform of big names, including past Presidents, Prime Ministers, media, business and sports legends. ACCENT strives to bring controversial and influential speakers to the university, with the intent of further educating the student body, outside of the classroom, on current hot topics and controversies." ACCENT programs are free and open to the general public. A list of the broad range of individuals who have spoken at the University over the past 20 years as part of the ACCENT program is attached as Exhibit A.

ACCENT programs are usually presented in the University's O'Connell Center located on its main campus in Gainesville. Activities at the O'Connell Center are governed by a number of established University rules and policies as will be discussed in more detail hereafter.

### Michael Moore's Presentation

Given the large amount of media coverage, it is not necessary to detail the notoriety of Michael Moore, other than to note that, regardless of one's political view, he clearly is "controversial." ACCENT invited Mr. Moore through Mr. Moore's lecture agent, Greater Talent Network, Inc. ("GTN"), in the summer of 2004 and invited him to speak at the University as part of the ACCENT program.<sup>1</sup> After negotiations, a contract was signed by the University with GTN on August 31, 2004. In addition, as required for all University lecture programs, an "Artists Lecture Rider" was made part of the contract. Copies of the contract and Artists Lecture Rider are attached hereto as Exhibit B. Mr. Moore's program was entitled "An Evening with Michael Moore" and was scheduled for October 4, 2004. Attached hereto as Exhibits C and D, respectively, are copies of the press release announcing the program and the advertising brochure for the program.

<sup>1</sup> As noted on Exhibit A, Mr. Moore had previously been an ACCENT speaker at the University during the 1996-1997 academic year.

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Mr. Moore spoke at the O'Connell Center on October 4, 2004 and the agreed-upon \$50,000 fee was paid to GTN. Pursuant to University rules and policies, no banners or placards are permitted inside the O'Connell Center, nor are any printed materials (handbills, leaflets, pamphlets, brochures, etc.) to be distributed without prior permission from the University. Further, "demonstrations" of any type are also prohibited in the O'Connell Center.

### The Law

It is unlawful for any "corporation whatever" to make a contribution or expenditure in connection with any election in which a presidential elector is to be elected. 2 U.S.C. sec. 441b(a). For purposes of the foregoing provision, the term "contribution or expenditure" includes "... a contribution or expenditure as those terms are defined in 2 U.S.C. sec. 431 and also includes any direct or indirect payment, distribution, loan advance, deposit or gift of money or any services ... to any candidate, campaign committee, or political party or organization ...". 2 U.S.C. sec. 441b(b)(2). "Contribution" is also defined as "any gift, subscription, loan advance or deposit of money or anything of value made by any person *for the purpose of influencing any election for Federal office.*" 2 U.S.C. sec. 431(8)(A)(i) (emphasis supplied.) Further, the Act defines "expenditure" "as any purchase, payment, distribution, loan, advance deposit, or gift of money or anything of value, made by any person *for the purpose of influencing any election for Federal office.*" 2 U.S.C. sec. 431(9)(a)(i) (emphasis supplied.)

### Discussion

Mr. Moore was not an announced candidate for any Federal elective office nor, to the knowledge of the University, was he an employee, spokesperson or representative of any candidate, campaign committee, or political party or organization. Therefore, the speaker's fee paid to Mr. Moore, by law, was not made directly or indirectly to one of the recipients enumerated in section 441b(b)(2). Further, it must be noted that the definitions of prohibited "contributions" and "expenditures" in section 431 have certain elements in common. Both definitions explicitly require that the payment be made "for the purpose of influencing any election for Federal office." The University's payment was not made for the purpose of influencing any election, and, therefore, as described in more detail below, could not have violated the letter or spirit of section 431.

The University's ACCENT program was established to provide the opportunity for University students, faculty, staff and the general public, to hear viewpoints, insights and experiences from prominent public figures. In furtherance of this goal, ACCENT presents programs that are diverse, timely and often controversial in nature. The University believes, as does virtually every other university in this country, that the very essence of a university's existence is to foster the free exchange and debate of ideas. This core value has made the American University System the greatest university system in the world. It is axiomatic that exposing students and faculty to the broadest range of ideas creates the kind of rich learning environment that sparks the mind, leading to debate, challenge, innovation, invention and truth.

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In a presidential election year, this is no less true. Were the law to prohibit a university's invitation to a controversial national speaker on political issues, especially during an election year, it would have a significant chilling effect on the institution's most fundamental responsibility — to create an environment where controversy and debate lead to the development of ideas and knowledge.

In the case at hand, both the press release and the brochure relating to Mr. Moore's appearance (Exhibits C and D) clearly demonstrate that the purpose for Mr. Moore's appearance, and thus the purpose for paying his fee, was predicated on his status as a controversial film director, author and public speaker. At no time did the University intend to influence the presidential, or any other, election by paying Mr. Moore to speak in the O'Connell Center. Rather, his appearance was intended to provoke thought and discussion — to expand the mind so as to create a learned range of knowledge upon which free individual choice can be made.

The University respects the important role that the Federal Election Commission plays in administering and enforcing the nation's campaign finance laws. The University trusts that the Commission will dispel any notion that the mere paid invitation of a controversial political speaker, author and film director to a public university's campus during an election year could constitute a violation of the law without any specific allegation of the university attempting to influence an election. The consequences of even inadvertently encouraging such an allegation by pursuing such an enforcement matter could reduce the range of ideas to which students, faculty and the public otherwise would be exposed if universities stopped paying speakers who might speak about political issues, public officials, or political candidates.

Permitting a candidate to speak on a college campus, while denying paid, non-politically affiliated speakers—who provide deeper thought and debate on the very issues on which a candidate may speak—is contrary to the very tenants on which our country was founded. More specifically, the Commission's regulations, 11 C.F.R. sec. 110.12(b), do not contemplate such a chilling of political speech on university campuses. Instead, they provide that universities may permit candidate appearances on their campuses provided certain conditions are met. As stated earlier, Michael Moore was not an announced candidate for any elective office nor was he, to the University's knowledge, a representative of any candidate, campaign committee or political party or organization. Thus, although the University does not believe that this regulation technically applies to a private citizen such as Mr. Moore, the University notes that it nevertheless took reasonable steps to ensure that Mr. Moore's appearance took place in an academic setting and that his appearance was not conducted as a campaign rally or event. See 11 C.F.R. 110.12(b)(1). Specifically, the University (1) did not advocate the election or defeat of any clearly identified candidate(s) or candidates of a clearly identified party; (2) ensured that the presentation was made in the University's O'Connell Center where—under its rules and policies that are applicable to all who speak or attend a presentation—signs and banners are not permitted and demonstrations are prohibited; and (3) took action to enforce its O'Connell Center rules when potential violation of these rules were brought to its attention.<sup>2</sup>

<sup>2</sup> For example, during the course of Mr. Moore's presentation, two students suddenly displayed signs endorsing the candidacy of Ralph Nader. Both students were immediately escorted from the O'Connell Center by the University Police Department. In another instance, when University officials verified that a group was selling "Dem tags"

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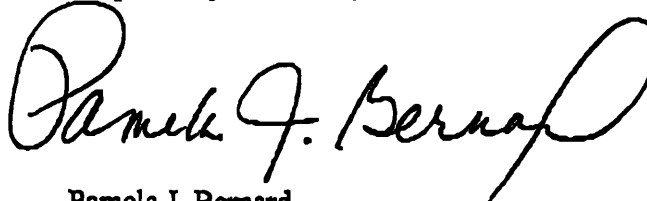
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Summary

The purpose for which Mr. Moore was invited to speak at the University was to further its goal of fostering free speech, disseminating ideas, and provoking debate. It was for these purposes and these purposes only, that Mr. Moore was invited to campus and paid a speaker's fee for his appearance. There is no evidence to indicate that the University intended to influence any election. The University did not, in conjunction with this appearance, advocate the election or defeat of any candidate and did not favor any candidate nor did it favor any political party in allowing Mr. Moore's appearance. Instead, the University performed its mission of expanding the range of ideas available to its students, faculty and others in the community.

Accordingly, the University respectfully requests that the Commission dismiss the complaint.

Respectfully submitted,



Pamela J. Bernard  
Vice President and General Counsel

PBJ/MWF/ams  
Enclosures

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(politically oriented military-style dog tags) inside the entrance of the arena prior to Mr. Moore's appearance, the individuals involved were ordered to desist immediately.

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**University of Florida Speakers Series**  
**Page 1**

|   |          | <b>Sponsor/Co-Sponsor</b> |
|---|----------|---------------------------|
| <b>Prior to 1992</b>  |          |                           |
| Jack Kemp   |          | Accent                    |
| Dan Quayle  |          | Accent                    |
| Spike Lee   |          | Accent                    |
| Sister Souljah  |          | Accent                    |
| Moshe Arens   |          | Accent                    |
| Jimmy Carter  |          | Accent                    |
| Timothy Leary   |          | Accent                    |
| Kurt Vonnegut   |          | Accent                    |
| <b>1992-93</b>  |          |                           |
| Arthur Ashe   |          | Accent                    |
| John Sununu   |          | Accent                    |
| Saturday Night Live (Chris Rock, Adam Sandler, Kevin Nealon)  |          | Accent                    |
| Winnie Mandela  |          | Accent                    |
| Phyllis Schlafley/Sarah Weddington  |          | Accent                    |
| Nadine Strossen/Daryl Gates   |          | Accent                    |
| <b>1994-95</b>  |          |                           |
| Oliver Stone  | 11/29/94 | Accent                    |
| Ben and Jerry   | 03/01/95 | Accent                    |
| Dave Thomas   | 04/06/95 | Accent                    |
| William Shatner   | 04/24/95 | Accent                    |
| George Mitchell   | 01/17/95 | Accent                    |
| Maria Hanson  | 01/31/95 | Accent                    |
| Joe Clark   | 08/01/94 | Accent                    |
| Dick Vitale   | 10/17/94 | Accent                    |
| Jesse Jackson   |          | Accent                    |
| William Raspberry   |          | Accent                    |
| George McGovern/William F. Buckley  |          | Accent                    |
| <b>1995-96</b>  |          |                           |
| Ross Perot  | 9/21/95  | Accent                    |
| Marcia Clark  | 11/21/95 | Accent                    |
| Greg Louganis   |          | Accent                    |
| Jocelyn Elders  |          | Accent                    |
| Lawrence Otis Graham  |          | RUPC                      |
| Dr. E Paul Gibbs  |          | RUPC                      |
| Black Orpheus/Dr. Jorge De Carvalho   |          | RUPC                      |
| Dr. Gene Hemp, Dr. Wayne Drummond, Mr. Thomas Crisman,<br>"Success or Failure in the Middle East: Does UF have a role?" |          | RUPC                      |
| <b>1996-97</b>  |          |                           |
| Magic Johnson   | 03/25/97 | Accent                    |
| Naomi Wolf  | 01/24/97 | Accent                    |
| Jean Bertrand Aristide  |          | Accent                    |
| Mary Mallin James Carville  |          | Accent                    |
| Henry Rollins   |          | Accent                    |
| Michael Moore   |          | Accent                    |
| Carlos Fuentes  |          | Accent                    |
| Edward Kennedy, Jr.   |          | Accent                    |
| Sean Sassar   |          | RUPC                      |
| Genesis Discussion Group  |          | RUPC                      |
| Dr. Joe Feagin "Racism on College Campuses"   |          | RUPC                      |
| Bill Irwin: "Blind Courage"   |          | RUPC                      |

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**1997-98**

|   |          |           |
|---|----------|-----------|
| Affirmative Action Debate: Juan Williams and Linda Chavez     |          | Cancelled |
| George Stephanopolous   |          | Accent    |
| Bob Dole  |          | Accent    |
| John Singleton  | 2/17/98  | Accent    |
| Lovelines: Dr. Drew and Adam Carolla 3/3/98                   |          | Accent    |
| Andy Richter  | 04/07/97 | Accent    |
| Tony Brown  |          | Accent    |
| William B. Davis  | 4/7/98   | Accent    |
| Bob Woodward  | 04/15/98 | Accent    |
| Rose Hugo: story teller                                       |          | RUPC      |
| Palestinian/Israeli relations forum                           |          | RUPC      |
| Katie Koestner: Date rape                                     |          | RUPC      |
| Up with People  |          | RUPC      |
| Tom Ryan: How to Kick Butt in your Career                     |          | RUPC      |
| Officer Bob Staehle: Rape prevention-all male audience people |          | RUPC      |
| Ron Loomis: Cults on Campus                                   |          | RUPC      |
| J.S.U. Middle Eastern Debate                                  | 11/04/97 |           |
| Pearl Clage   | 11/05/97 |           |
| Mandy Carder  | 12/05/97 |           |
| Up With People  | 01/01/98 |           |

**1998-99**

|  |  |        |
|--|--|--------|
| Cornell West   |  | Accent |
| Sister Helen Prejean   |  | Accent |
| The Spitfire Tour: Woody Harrelson, Jello Biafra, Kennedy, Krsi Novoselic, Amy |  | Accent |
| Ellen and Betty DeGeneres  |  | Accent |
| Steve Forbes   |  | Accent |
| Kwesi Mfuma  |  | Accent |
| Roy Firestone  |  | Accent |
| Mary Pipher  |  | Accent |
| Swami Krishnapada  |  | Accent |
| Can I Speak For You Brother (dramatic presentation)                            |  | RUPC   |
| Sally Roesch Wagner  |  | RUPC   |
| Bob Staehle (rape prevention program for men)                                  |  | RUPC   |
| Paul Doering on Sports & Drugs   |  | RUPC   |
| Wade Davis "Serpent and Rainbow" lecture (Ethnobotany Society)                 |  | RUPC   |
| Gi White "Europe on 84 Cents a Day"  |  | RUPC   |
| Challenges on Campus: A Response to Recent Events (panel discussion about )    |  | RUPC   |
| Tom Ryan: Kick Butt in Your Career   |  | Accent |
| Friendship in the Age of AIDS; TJ Sullivan & Joel Goldman                      |  | Accent |
| Creative Writer's Film Festival, John Hallander                                |  | Accent |
| East Timor Action group of speakers  |  | Accent |

**1999-2000**

|   |             |        |
|---|-------------|--------|
| Jane Elliott  |             | Accent |
| Joyce Maynard   |             | Accent |
| Mikhail Gorbachev                                       |             | Accent |
| Tentative for Spring                                    |             | Accent |
| Steve Marino  |             | Accent |
| Tom Greene  | April, 2000 | Accent |
| Jocelyn Elders  |             | Accent |
| Ellen Goodblatt on "Meeting, Dating, Relating & Making" |             | RUPC   |
| Dr. Kenneth Wald on Gay Rights in Gainesville           |             | RUPC   |
| Keith Akma on Hate Groups in Florida                    |             | RUPC   |
| Capt. Bob Staehle on Date/Acquaintance Rape (for men)   |             | RUPC   |

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**University of Florida Speakers Series**  
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**2000-01**

Yes Duffy  
Alice McDermott with the Writers Festival  
Elie Wiesel  
Joel Siegel  
Sandra Bernhard  
Miss America  
Guillermo Gomez-Pena  
Queen Latifah  
Linda Furlong  
Christopher Reeves  
Bobby Knight  
Cast of Real World

Accent  
ASU  
Accent  
JAM  
JAM  
Pride Student Union  
Filipino Student Association  
Accent/EGO  
Black History Month  
Model UN  
Accent  
Accent  
Accent

**2001-2002**

George H. Bush, 5000 attended  
Mike Riess, 1200 attended  
Don Schula, 3000 attended  
Gene Simmons, 1500 attended  
John Wooden, with Presidential Lecture Series, 1500 attended  
Patch Adams,  
Marc Anthony Cordon  
Special Request  
Randall Robinson  
James Kincaid  
Erika Batdorf  
CK Williams  
Reunion

ASU  
Hip Hop Collective  
Black Law (LLC)  
English Grad. Dept.  
Bahai Unity Club  
English Dept.  
Carbsa

**2002-2003**

Danny Coulson  
Heads vs Feds Marijuana debate: Robert Slutman, Steve Hager  
Kevin Bright  
William J. Clinton

NORML

**2003-2004**

Scott Scholtenbeck  
Helen Zia  
Keith Stroup  
Ari Fleischer  
Lalo Alcaraz  
speaker  
Noam Chomsky  
Omar al-Isawi  
starhawk  
Joe Wilson  
John Ashcroft, HC banquet  
Cheryl Swoopes  
Dr. Ruth  
Bill Russell

09/02/03 Disability Cabinet  
ASU  
NORML  
09/04/03  
09/11/03  
10/15/03 HSA  
10/20/03 Pharmacy C C  
10/21/03  
10/28/03  
11/08/03 EAG  
11/13/03 International Center  
12/02/03 BSU  
03/18/04 JAM  
02/04/04 BSU

**2004-2005**

Lou Ferrigno  
Ray McGovern  
Michael Moore  
Aaron Karo (author of Ruminations on College Life)  
Gov. George Pataki  
Sen. Bob Graham, HC banquet (not Accent)  
Ron Takeki  
Dave Johnson, Executive Director of PAX Christi USA  
Dr. Judith Lewis, Director of US Relations for the UN World Food Programme

09/01/04 Disability Cabinet  
09/14/04 International Center  
10/04/04  
10/21/04  
10/27/04  
11/12/04  
11/22/04 ASU  
11/04/04

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**University of Florida Speakers Series  
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**Pablo Luis Rivera-Rivera**

**11/17/04**

**Nadine Strossen, President of the American Civil Liberties Union**

**11/18/04**

**Dr. Ronald Takaki, UC Berkeley Professor**

**11/22/04**

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W 8/24/04



Contract No. 15324:

This Agreement, dated August 19th, 2004, in New York, NY between Greater Talent Network, Inc., (Federal Tax ID 13-3092933) with offices at 437 Fifth Avenue, New York, NY 10016, (hereinafter referred to as "GTN") as duly authorized lecture agent for the ARTIST and:

**University Of Florida**

At: David Buchalter, ACCENT Chairman  
300-54JWRU  
Gainesville FL 32611-

hereinafter referred to as "Sponsor" is a memorialization of the prior agreement of the parties whereby GTN will provide the services of:

**Michael Moore**

hereinafter referred to as "Artist", to lecture (perform) at the date, time and place and subject to the terms specified herein (the Program).

1. Topic of Program: An Evening With Michael Moore
2. Date of Program: Monday, October 4th, 2004
3. Time of Program: 7:30 PM ~~8:00 PM~~
4. Place of Program: The O'Connell Center, University Of Florida, Gainesville, FL
5. Additional Activities (See reverse side of form):

There will be a book signing at this event. The school has requested that it be prior to the event at the O'Connell Center. Location TBD

## 5.1 Contract Rider(s) (if any) are set forth below:

See Performance Rider (to follow under separate cover)

6. SPONSOR shall provide a well lighted, heated (or cooled, as necessary) place for the performance, microphone and PA system, cold water with glass at podium, if applicable, all in good condition, safe and suitable for the intended use, and all other necessary stage accessories and properties set forth below: (See Rider(s), if applicable)

See Performance Rider (to follow under separate cover)

7. Terms: As consideration for ARTIST'S service SPONSOR agrees to pay to GTN the amount of (a): \$50,000.00 (Fifty thousand and 00/100 Dollars) and (b) first class round-trip travel for the Artist for 2, meals and ground transportation at origin and destination cities. Note: In accordance with actual travel itinerary, Artist will be met at, and returned to Gainesville airport.

8. Payment: Fifty (50) percent of the agreed upon compensation shall be a non-refundable deposit, except as otherwise set forth herein and shall accompany this signed agreement and annexed rider(s), if applicable, upon their return to GTN. The full amount of the payment shall be received by GTN, in fully collected US federal funds, at its office set forth above as soon as possible following completion of engagement.

9. Sponsor's correspondent is David Buchalter, whose telephone # is (352) 392-1665 and whose home or emergency contact telephone number is: 306

10. The representative of Sponsor, in signing this form, warrants that (s)he signs as a duly authorized representative of Sponsor and does not assume any personal liability unless there is a breach of said warranty. The GTN representative warrants that GTN has express authority to sign on behalf of the Artist.

11. Suggested accommodations: U Of F Hilton, Gainesville, FL..

**Executed for Sponsor:**

by David Buchalter

Title ACCENT Chairman

Date 8/24/04

**For Greater Talent Network, Inc.**

by Jon Dindas

Jon Dindas, Senior Account Executive

Date 5/31/05

Please sign three copies of this agreement and send, with your deposit, to Greater Talent Network, 437 Fifth Avenue, NY, NY 10016, tel (212)-645-4200. A fully executed copy will be returned to you. Thank you.

The "Standard Terms and Conditions" set forth on the back of this form are an integral part of this agreement and shall be binding upon the parties. Please read carefully.

**Exhibit "B"**

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## STANDARD TERMS AND CONDITIONS

1. The Sponsor agrees that GTN is acting only as a speakers bureau representing Artist who will actually furnish the services provided herein.

2. This agreement, executed by Sponsor, must be returned to GTN within twenty-one (21) days of the date first set forth on the face of this agreement form. This agreement is not binding on GTN or Artist unless and until the deposit required is received in full collected US federal funds and a copy of this agreement is signed by an authorized GTN representative.

3. (a) (i) In the event of sickness or of accident of Artist, or of unforeseen professional responsibility or of unforeseen emergency of Artist, or (ii) if a Program is prevented, rendered impossible or unfeasible by any act or regulation of any public authority, or by reason of riot, strike, act of God, epidemic, war, or declaration of disaster by federal or state government and the Program is cancelled, it is understood and agreed that there shall be no claim for damages by Sponsor and Artist's obligations as to the Program shall be deemed waived.

3 (b) In the event of a cancellation as set forth in 3(a)(i) above, the parties will immediately negotiate in good faith for a rescheduled date on the terms and conditions set forth herein. In the event of a cancellation by Artist as set forth in 3(a)(ii) above, GTN, at its option, may, as an alternative to rescheduling, provide a comparable event reasonably acceptable to Sponsor for the Program date. Notwithstanding anything to the contrary herein, GTN shall refund to Sponsor the deposit only in the event of cancellation pursuant to paragraph 3(a) and a rescheduled date or comparable artist is not agreed to as provided herein.

3 (c) In the event of cancellation of this contract by Sponsor for reasons other than those set forth in 3(a) above, GTN shall be entitled to 50% of the agreed compensation, unless such cancellation occurs within sixty (60) days prior to the program date, in which case the entire fee shall be due and owing to GTN.

4. Additional Activities, if any, are not deemed part of the Program. Except as specifically set forth in this agreement no Additional Activities shall be planned by Sponsor nor expected of Artist. The compensation set forth is understood to be for the Program only, and Additional Activities set forth, if any, are understood to be undertaken on a best efforts basis, gratis, by Artist.

5. Unless specifically provided to the contrary herein, Sponsor shall be responsible for and provide all transportation necessary to transport the Artist from Artist's home or office in the city of origin to the place of performance, and to return Artist from the place of performance to the place of origin, including all necessary air and ground transportation, and to the extent required, hotel and meals costs in connection with the travel arrangements.

6. In the event Sponsor refuses or neglects to perform any of the items herein stated, and/or to perform any obligations herein stated, and/or fails to make any payment provided herein, Artist shall have the right to refuse to perform this contract, and GTN shall retain any amounts paid to GTN by Sponsor, and Sponsor shall remain liable to GTN for the agreed compensation. In addition, if on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract for any engagement through GTN, or if the financial standing or credit of Sponsor has been impaired or is, in GTN's sole opinion, unsatisfactory, GTN shall have the right to demand the compensation forthwith. If Sponsor fails or refuses to make such payment forthwith, GTN shall have the right to cancel this engagement by notice to Sponsor to that effect, and to retain any amounts

therefore paid to GTN by Sponsor, and Sponsor shall remain liable to GTN for the agreed compensation herein set forth.

7. The Program to be furnished by GTN shall receive billing in such order, form, size and prominence as approved by GTN in all advertising and publicity issued by or under the control of Sponsor. Artist's name, voice and/or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising.

8. Sponsor shall not itself, nor shall it permit others, to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio portions of the Program, or any part thereof, without the expressed written permission of GTN. Sponsor consents to the use of the images of its facilities and venue in any recording and/or rebroadcasting by GTN or other authorized party of the Program or any part thereof.

9. This agreement shall not in any way be construed so as to create a partnership, or any kind of joint venture undertaking or venture between the parties hereto, nor make GTN liable, in whole or in part, for any obligation that may be incurred by Sponsor.

10. Sponsor hereby indemnifies and holds GTN and the Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against GTN or Artist or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Program, which claim does not result from the active negligence of the Artist and/or GTN.

11. GTN acts herein only as speakers bureau representative for Artist and is not responsible for any act of commission or of omission on the part of either Sponsor or Artist, or in any way for any statement or opinion expressed by Artist. In furtherance thereof, and for the benefit of GTN, it is agreed that Sponsor will not name or join GTN as a party in any civil action or suit arising out of, in connection with, or related to, any act(s) of commission or omission of Sponsor or Artist.

12. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Sponsor.

13. This agreement (i) cannot be assigned or transferred without the written consent of GTN, (ii) contains the sole and complete understanding of the parties hereto and (iii) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this agreement shall be governed by the laws of the State of New York as if this agreement were signed and completely performed in New York, regardless of the place of performance. The terms "Sponsor" and "Artist" as used herein shall include and apply to the singular, plural, and to all genders.

14. In the event of a breach of this agreement by Sponsor, GTN shall be entitled to its reasonable attorney's fees and disbursements incurred in connection with the breach by Sponsor and/or the collection of any outstanding sums due. GTN hereunder together with a finance charge of 1.5% per month from the date any payment became due.

15. All press releases and the printed program should contain the following credit line:

"Arrangements for the appearance of

"Artist Name"

made through Greater Talent Network, Inc., N.Y., NY"

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LB 5124

**ARTISTS LECTURE RIDER**  
The University of Florida, Gainesville, Florida, page 1

Contract # 15324

This ARTIST STANDARD ADDENDUM is a part of the contract between the University of Florida acting for and on the behalf of the FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter called "Purchaser" and Michael Moore hereinafter referred to as "Artist"; and Greater Talent Agency Network referred to hereinafter as "Agency", for an agreement, dated August 24, 2004

FOR AND IN CONSIDERATION of the mutual Agreement herein contained, the Purchaser hereby engages the Artist to lecture at the University of Florida, Gainesville, Florida, on the topic Entrepreneurship with M. Moore and the Artist accepts the engagement on the date 10/4/04 as follows:

1. COMPENSATION: Purchaser agrees to pay Artist or Artist's representative duly authorized to execute this Agreement compensation for the lecture(s) indicated above in the total amount of \$ 5,000.00, payment to be made by University check drawn upon an account of the University of Florida and payable to Greater Talent Network (please fill in the name for which check should be made payable) and to be delivered to Artist or Artist's representative following the lecture(s) specified. Purchaser shall not be responsible for the payment of royalties, union fees, welfare and insurance obligations, and any other obligations except as otherwise specifically noted in this Agreement. Under no circumstances will the Purchaser tender payment to Artist in the form of a cashier's check or in cash, nor shall the Purchaser be under any obligation to take any action to assist in cashing of payment.
2. Any failure of Artist to lecture may be excused only for proven detention by sickness or injury, civil tumult or riot, epidemics, acts of God, or other conditions beyond the control of the Artist. Artist or Artist's agent must notify Purchaser forthwith of any reason which might result in Artist's failure to lecture on the scheduled date. Purchaser reserves the right to cancel the lecture or to substitute any other individual or group lecture for Artist in the event that Artist is not able to lecture as scheduled.
3. In the event that Artist is not ready to lecture at certain time, or if (s) any performing member(s) is/are not present, or if the Artist arrives at the lecture in such a condition as to appear to a reasonable person to be incapable of lecturing in a reasonably acceptable manner, then Artist shall be deemed to have committed a material breach of this contract and the Purchaser shall have the absolute right in its sole discretion to cancel the lecture or terminate the lecture in progress, and to refuse payment accordingly.
4. In the event of cancellation caused by Artist's unexcused inability to perform, Purchaser may, at its option, terminate the entire contract. In the event of such termination, Artist shall reimburse Purchaser for any monies incurred in the advertising, promotion, reservation and technical set-up of the facilities for the lecture and any other out-of-pocket expenses incurred by Purchaser. Purchaser reserves the right to enforce any other remedies allowed by law. Purchaser will be relieved of any responsibility under this contract in the event of such cancellation.
5. Should the facilities scheduled for this lecture become unavailable or inaccessible for reason(s) of inclement weather, fire, windstorm, or other acts of God, public disturbance, or similar occurrences beyond the control of Purchaser, Purchaser shall reserve the right to provide appropriate alternative facilities or, if such facilities are unavailable, to cancel this Agreement, whereupon the liability of Purchaser to Artist shall be limited to out-of-pocket expenses incurred by the Artist prior to notice of cancellation by Purchaser. Any such expenses of Artist must be supported by written, itemized, and paid invoices submitted by Artist to Purchaser.
6. Artist agrees to provide all equipment and services, except as otherwise provided herein. Purchaser agrees to furnish the following equipment and service: hotel for 2, meals, hospitality, local transportation, venue, security
7. The performing Artist or company shall notify Purchaser at least 7 days prior to the event of the expected time of arrival of Artist.
8. The Artist must upon arrival in Gainesville, Florida, notify David Buchalter (name) at 352-392-1465 x.306 (telephone) or Purchaser no later than 2 hours prior to scheduled time on the day of the lecture(s). Unless purchaser is notified of delayed arrival time at least 2 hours before scheduled lecture time, Purchaser shall have the unilateral right to cancel this Agreement without liability to Purchaser.
9. Artist will permit reasonable access by the press. Purchaser will use its best efforts to assist the Artist in protecting its copyright interest in the lecture by prohibiting live video or audio taping of the performance except for the taping by the press for news purposes. Purchaser will advise the press of any limitations on taping requested by the artist and that the taping and rebroadcast of the total or a major portion of the lecture may violate the copyright of the artist. Artist will permit rebroadcast of the entire lecture on public radio or public television with prior consent. Artist further agrees that Purchaser may make, use, transmit, or distribute copies of the lecture or portions thereof for non-profit, educational or publicity purposes. Artist agrees to allow one copy of the lecture to be taped for the historical archives of the Purchaser.
10. Purchaser reserves the right to make announcements at the lecture(s) and to take any other steps deemed necessary by Purchaser to protect the safety or welfare of those in attendance.
11. Purchaser agrees to provide door guards and ushers, as deemed necessary by Purchaser, to supervise admission to the lecture(s).
12. Purchaser agrees to provide police and other security personnel, in a number to be determined by Purchaser. Purchaser shall provide for routine clean-up and janitorial maintenance of the facilities used for the lecture(s) and shall provide custodial personnel as necessary for such purpose.
13. In the event that the provisions of any other agreement, including any supplied by Artist or their agents, shall conflict with any portion of this Agreement, the terms of this Agreement shall govern.
14. The Purchaser, as a public body corporate of the State of Florida and in accord with the Florida Constitution is not obligated to contribute to any union welfare fund nor does any union, local or national have jurisdiction over any agreement with the Agencies or entities of the State of Florida responsible for this contract.
15. Artist is solely responsible for the content of material performed and shall hold Purchaser harmless from any claim of libel, copyright infringement or other alleged illegal use of materials performed by Artist at the lecture(s) covered by this Agreement.
16. Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of the party and/or its officers, employees, or agents thereof.  
The parties acknowledge that the Purchaser, the Florida Board of Governors, and the State of Florida, its agencies or subdivisions cannot be sued unless sovereign immunity is waived; that the power to waive sovereign immunity is vested exclusively in the legislature; and that consent to be sued may only be effectuated by legislative power. Therefore, the parties agree that nothing contained in this agreement shall be construed or interpreted as a consent on the part of the State of Florida to be sued nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes or as denying to either party any remedy of defense available to such party under the laws of the State of Florida.
17. At the request of Purchaser, Artist shall provide Purchaser with public liability and property damage insurance for the contracted lecture. Artist shall otherwise and in any event hold harmless the Purchaser from any liability of claim arising from personal injury or property damage caused by the negligent act or omission of Artist, its employees, agents or representatives.

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**ARTISTS LECTURE RIDER**  
The University of Florida, Gainesville, Florida, page 2

- 18 All lectures governed by this Agreement shall be conducted in compliance with the laws of the State of Florida and all rules applicable to the University of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. The parties agree that venue shall be in Alachua County, Florida.
19. All additions, deletions, and other amendments to this Agreement and any order or list of specifications or requirements intended to be a part of this Agreement must be executed by all parties to this Agreement. When circumstances so require, amendments may be approved for Purchaser by the Purchaser's Contract Manager.
- 20 If this Agreement is signed by someone other than Artist, the individual signing for Artist and Artist expressly warrant that such individual is authorized by Artist to execute this Agreement for Artist, and is responsible for compliance with all its provisions.
21. This Agreement shall not be effective until executed by Purchaser and Artist. Any change in this agreement made by Artist after the signature of Purchaser shall constitute a counteroffer and shall not constitute a binding contract until any amendments or additions to the original Agreement have been approved and executed by Purchaser.
22. It is expressly understood that this Agreement is not a joint venture of any nature by Artist and Purchaser, nor do the provisions of this Agreement in any way establish Artist as the agent of Purchaser. Artist, Artist's employees, agents or representatives shall not, in any manner, be construed to be the employees, agents or representatives of Purchaser.
23. In order to constitute notice hereunder, all contact and correspondence relative to this engagement should be addressed to the following:

David Buchacher  
(Name)

Account  
(Contact Organization)

P.O. Box 118505  
(Address)

Gainesville, FL 32611-8505  
(Address)

352-392-1665 x306  
(Telephone)

352-392-6450  
(Fax)

Account@sg.ufl.edu  
(E-mail)

Michael Moore  
(Name)

Greater Talent Network  
(Agency)

437 Fifth Ave  
(Address)

NY, NY 10016  
(Address)

212-645-4260  
(Telephone)

212-627-1471  
(Fax)

gin@greater-talent.com  
(E-mail)

24. Except as expressly agreed to in writing by the Purchaser, the University's name and/or symbols shall not be used by Artist in connection with the promotion or holding of lecture(s) covered by this Agreement.
25. In order to process payment the University of Florida requires a completed Consulting & Professional Services Worksheet along with UP lecture rider.
26. Florida Law requires that all contracts for services contain the following provisions:
- The Purchaser has the right to cancel this agreement if the Artist does not allow public access to all documents, papers, letters or other material subject to the provisions of chapter 118, Florida Statutes, and made or received by the Artist in conjunction with this Agreement.
  - An invoice shall be prepared for fees or other compensation for services or expenses and shall be submitted in sufficient detail for proper pre-audit and post-audit purposes in accordance with Section 215.422, Florida Statutes.
  - The Purchaser has no obligation to pay the travel expenses of the Artist. However if an amendment which would permit such payment is signed by all parties to this Agreement, then bills for travel expenses shall be submitted and paid in accordance with Section 112.081, Florida Statutes.
  - This Agreement is subject to the laws of the State of Florida. In addition, the State of Florida's and Purchaser's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.
  - Purchaser acknowledges, in accordance with University regulations, that Artist is hired for the purpose of presenting a public lecture in accordance with Purchaser's Agency responsibility to provide such lectures. And that Purchaser acknowledges that Artist was selected in accordance with Agency's policies and procedures.
  - Payment shall be made within 40 days of the receipt of services and the receipt of a proper invoice. If payment is not made within 40 days, interest at a rate set by the Comptroller of the State of Florida shall be due and payable to the artist.
  - A vendor ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from a state agency. The vendor ombudsman may be contacted at 904-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

By [Signature] 5/31/04  
(Signature of Artist or Authorized Representative) (Date)  
Vice President  
Title

13-3042923  
SSN or Corporate Tax ID#

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES.  
[Signature] 5/24/04  
On Behalf of the President (Date)  
(Director, J. Wayne Reitz Union)

26044143048

**FOR IMMEDIATE RELEASE**  
September 19, 2004

**CONTACT:**  
David Buchalter (352)392-1665 ext. 306  
Tee Gopinath (352) 392-1665 ext. 411

**AWARD-WINNING FILMMAKER AND AUTHORMICHAEL MOORE**  
**TO SPEAK AT THE UNIVERSITY OF FLORIDA**

Gainesville, Fla. – Oscar-winning documentarian and best-selling author, Michael Moore, will speak on October 4<sup>th</sup> at 8 pm at the Stephen C. O'Connell Center. Doors at Gate 2 will open at 6:30 for students with valid GATOR1 ids, and doors will open at Gate 1 and 2 at 7pm for the public. For the safety of our patrons, no large bags or backpacks will be allowed inside the venue, and no video cameras will be permitted without Press credentials. Moore is being brought to UF by Accent Speaker's Bureau. Admission is free and open to the public.

Michael Moore has emerged over the years as one of the nation's funniest, most refreshing political voices. His career as a filmmaker was jumpstarted with the 1989 release of his documentary *Roger and Me*. Since then he has directed and produced the Academy Award winning documentary *Bowling for Columbine*, and won the Cannes Film Festival's Palme d'Or with his most recent work, *Fahrenheit 9/11*. Not one to shy away from controversy, Moore has challenged American politics with two satirical, thought-provoking bestsellers, *Stupid White Men...and Other Sorry Excuses for the State of the Nation*, and *Dude, Where's My Country?*. Moore's speech at the University of Florida will take place on the eve of his DVD release of *Fahrenheit 9/11* to stores. This is his only scheduled venue in Florida to date.

ACCENT Speaker's Bureau has been bringing prominent speakers to the University of Florida since the early 1960s. Previous speakers this semester include the original "Hulk" on the 1970's television show, Lou Ferrigno, and former CIA analyst, Ray McGovern. Please visit our new website at [www.sg.ufl.edu/accent](http://www.sg.ufl.edu/accent) for more information. Also note ACCENT's new press only phone extension at (352) 392-1665 ext. 411.

For persons with disabilities requiring special accommodations, please contact (352) 392-1665 x 302 or 392- 2567 (TDD). E-mail [accommodate@sg.ufl.edu](mailto:accommodate@sg.ufl.edu) or contact the Florida Relay System at 1-800-955-8771 at least 72 hours prior to the event. Real Time Transcription will be provided.

###

**Exhibit "C"**

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**ACCENT**  
The University of Florida  
"Bringing Prominent Speakers to The University of Florida"

**PRESENTS**

**MICHAEL MOORE** ★

the man who brought us






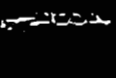
**FOR COLUMBINE &**

**8pm OCTOBER 4, 2004**  
**STEPHEN C. O'CONNELL CENTER**

6:30 Entrance for Students With Gator1 Cards at GATE 2 ONLY.  
7pm Entrance to General public.

Real time transcription will be provided.  
For persons with disabilities requiring special accommodations, please contact 392.1665x302 or 392.2567 (TDD).  
E-mail accommodations@ufl.edu or contact the Florida Relay System at 1-800-033-8771 at least 22 hours prior to the event.

[www.sg.ufl.edu/accent](http://www.sg.ufl.edu/accent)

# A note from the chairman... Fellow Gators,

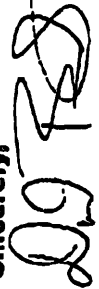
ACCENT is privileged to host award-winning documentarian and author Michael Moore. One of the most controversial characters in politics today, Moore has produced several documentaries, including *Bowling for Columbine* and *Fahrenheit 9/11*. In an effort to encourage college students to vote, Moore has put together over 60 national speaking engagements at colleges in 20 swing states entitled, *The Slacker Uprising tour*.

ACCENT Speaker's Bureau is the largest, student-run, speaker's bureau in the nation. In existence for over 30 years, ACCENT has provided the University of Florida with a plethora of big names, including past Presidents, Prime Ministers, media, business and sports legends. ACCENT strives to bring controversial and influential speakers to the university, with the intent of further educating the student body, outside of the classroom, on current hot topics and controversies. You can find ACCENT advertisements hanging all around campus, in the residence halls, on billboards, in your Wednesday update email, on television and radio stations, in the newspapers, and in local businesses. ACCENT shows are always free and open to the public, so be on the lookout for the next great show!

The ACCENT Staff works very hard each semester to bring quality speaker presentations to the University. We would love to hear your thoughts on our work! Please visit our new website, [www.sg.ufl.edu/accent](http://www.sg.ufl.edu/accent), and post some comments.

As chairman of ACCENT Speaker's Bureau, it is my honor to welcome you to tonight's presentation. Go Gators and God Bless America!

Sincerely,



David Buchalter  
Chairman 2004-2005

# Michael Moore biography

Michael Moore has emerged over the years as one of the nation's funniest, most refreshing political voices. His career as a filmmaker was jump started with the 1989 release of his documentary *Roger and Me*. Since then he has directed and produced the Academy Award winning documentary *Bowling for Columbine*, and won the Cannes Film Festival's *Palme d'Or* with his most recent work, *Fahrenheit 9/11*.

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Moore's speech at the University of Florida takes place on the eve of his DVD release of *Fahrenheit 9/11* to stores.



[www.chompthevote.com](http://www.chompthevote.com)

Final Day of Registration:

Election Day:

**October 4th November 2nd**

For more information contact

[chompthevote@sg.ufl.edu](mailto:chompthevote@sg.ufl.edu)

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COX

PREMIER PRODUCTIONS





Visit ACCENT's NEW WEBSITE!  
[www.sg.ufl.edu/accent](http://www.sg.ufl.edu/accent)

### ACCENT Staff

|   |  |  |
|---|--|--|
| <b>Chairman</b><br>David Buchalter                                | <b>Press Relations</b><br>Tee Gopinath                 | <b>Corporate Affairs</b><br>Sarah Stratton   |
| <b>Vice Chair of Promotions</b><br>Anne Immanuel                  | <b>Program</b><br>Cal Jackson                          | <b>Historian</b><br>Christopher Chase        |
| <b>Vice Chair of Productions</b><br>Jon Hirsh                     | <b>Audio-Visual/ Technical</b><br>Will Spicola         | <b>Personnel</b><br>Adi Haecht               |
| <b>Vice Chair of Outreach</b><br>Jacob Spiegler                   | <b>Guest Relations</b><br>Emily Giuliani               | <b>Itinerary</b><br>Jillian Gordon           |
| <b>Vice Chair of Structure</b><br>Crystal Trevino                 | <b>Production</b><br>Matthew Shapiro                   | <b>Special Projects</b><br>Sharon Goldberg   |
| <b>Treasurer</b><br>Evan Tyroler                                  | <b>Security</b><br>Andrew Kosoy                        | <b>Special Guest Host</b><br>Sherri Weissman |
| <b>Administrative Assistant</b><br>Amanda Weiss                   | <b>Co-Sponsorship Liaison</b><br>Sarah Strauss         | <b>Special Guest Host</b><br>Matthew Weiss   |
| <b>Directors:</b><br><b>Campus Advertising</b><br>Michael Tragash | <b>Feedback</b><br>Kevin Mastaler                      | <b>Special Guest Host</b><br>Isabel Dao      |
| <b>Media Advertising</b><br>Jon Benator                           | <b>Outreach Shows</b><br>Darren Goldman                | <b>Special Guest Host</b><br>Yash Purandare  |
|   | <b>Interactive Services</b><br>Inake Hernandez-Morales | <b>Special Guest Host</b><br>Max Booker      |

### Special Thanks:

President Bernie Machen, Lance Beeland, Dr. Hedge, Jon Dindas of Greater Talent Network, Sean Balfour, Gordon Farpley, Darius Dunn & the O'Connell Center staff, Candice's Linnos

## UPCOMING ACCENT EVENTS:

### Aaron Karo Author/Comedian

**Subject:** Ruminations on College Life  
**Date:** Oct. 21st, 2004  
**Place:** Phillips Center for Performing Arts  
**Time:** 8:00 PM  
**Tickets must be picked up in advance.**



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